

**THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
CIVIL CASE NO. 1:12-cv-00018-MR-DLH**

J. TEDD SMITH,

Plaintiff,

vs.

E&E CO., LTD.,

Defendant.

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J U D G M E N T

THIS MATTER came for trial and was heard by the undersigned judge, and a jury was duly empaneled and answered the following issue as follows:

- 1 Did the Defendant E&E Co., Ltd. breach its contract with the Plaintiff J. Tedd Smith?

Answer: YES

Based on the foregoing fact as found by the jury, the Court concludes as a matter of law that the Plaintiff is entitled to a judgment in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00), as the parties stipulated that if the jury found that the Defendant had breached the

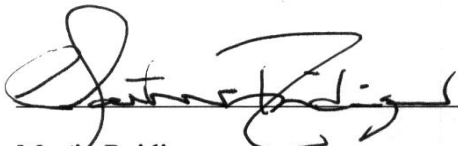
contract that the Plaintiff would be entitled to a Judgment in that amount pursuant to the terms of that contract.

The Court previously entered an Order dismissing the Defendant's counterclaims for constructive fraud and deceptive trade practices.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff J. Tedd Smith shall have and recover of the Defendant E&E Co., Ltd. the sum of One Hundred and Fifty Thousand Dollars (\$150,000), with prejudgment interest calculated from May 28, 2009, at the rate of ten percent (10%) per annum, through the date of entry of this Judgment. The Plaintiff also shall recover his costs of the action from the Defendant. Postjudgment interest shall accrue on the entire Judgment, including the award of prejudgment interest and costs, at the rate specified under 28 U.S.C § 1961 from the date of entry of this Judgment until paid in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all counterclaims asserted by the Defendant E&E Co., Ltd. are **DISMISSED WITH PREJUDICE**, and E&E Co., Ltd. shall recover nothing from the Plaintiff J. Tedd Smith in the form of damages.

Signed: June 10, 2013


Martin Reidinger
United States District Judge

